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# **Agreement**

between the

# **East Orange Education Association**

and the

# **East Orange Board of Education**

THIS BOOK DOES  
NOT CIRCULATE

# **EOEA - NJEA - NEA**



# **EAST ORANGE EDUCATION ASSOCIATION**

## **OFFICERS — 1969-70**

D. Ray Wenger  
President

Ralph Milteer  
Vice President

Jane McGinnis  
Recording Secretary

Priscilla Pollacek  
Corresponding Secretary

Theodore Huff  
Treasurer

## **NEGOTIATING TEAM**

D. Ray Wenger  
Chairman

Ralph Milteer  
Vice Chairman

Vincent Colagiuri

Theodore Huff

John Martino

Philip St. Jacques

Harold Veal

**AGREEMENT**

between the

**EAST ORANGE EDUCATION  
ASSOCIATION**

and the

**EAST ORANGE  
BOARD OF EDUCATION**

covering the period

**SEPTEMBER 1, 1969**

**to**

**AUGUST 31, 1970**

Adopted by

**East Orange Board of Education**

**June 17, 1969**

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## **PREAMBLE**

This Agreement entered into this First day of September, 1969, by and between the Board of Education of East Orange, the City of East Orange, New Jersey, and the County of Essex, hereinafter called the "Board," and the East Orange Education Association, hereinafter called the "Association."

### **W I T N E S S E T H :**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the East Orange School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties after long and mutually satisfactory deliberation in a combined effort to improve the quality of education in East Orange have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **Article I**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations in the determination of, and in the administration of grievances arising

under, the terms and conditions of employment for all professional staff members whose positions require certification by the New Jersey State Department of Education, whether under contract or on leave, employed by the Board, including:

- Classroom Teachers
- Nurses
- Guidance Counselors
- Librarians
- Social Workers
- Helping Teachers
- Vocational Counselor
- Psychologists
- Speech Correctionists
- Learning Disability Specialists
- Department Heads
- Administrative Assistants
- Assistant Principals
- Principals
- Directors
- Supervisors
- Coordinators
- Assistant Superintendent

but excluding:

- Superintendent of Schools
- Secretary-Business Manager

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## **Article II**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of

the agreement, or (1) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any policy of the Board of Education, or (2) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievances.

## **B. Purpose**

1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.

2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

## **C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days



indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, because of extenuating circumstances, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### *1. Level One*

A teacher with a grievance shall first discuss it with his principal or immediate superior, either privately or with the Association's Building Representative and/or an officer of the Association present, with the objective of resolving the matter informally.

### *2. Level Two*

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association and the superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

b. Within five (5) school days after receiving the written grievance, the superintendent shall meet with the aggrieved person and a representative of the Association in an effort to resolve it.

### *3. Level Three*

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or

if no decision has been rendered within ten (10) school days after he first met with the superintendent, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school days after he first met with the superintendent, whichever is sooner, file the grievance in writing with the Association and the Board.

b. Within ten (10) school days after receiving the written grievance, the Board may meet with the aggrieved person, a representative of the Association, and the superintendent in an effort to resolve it.

c. The Board may refuse to hold a grievance hearing in the event the Board is in agreement with the action of the superintendent at Level Two of this grievance procedure.

#### 4. *Level Four*

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board, or within ten (10) school days after the Board has received written grievance, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he first met with the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration.

b. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the teacher and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

c. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

d. The arbitrator so selected, will confer with representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) school days from the date of the close of the hearings, or the filing of briefs, if briefs are filed, or, if oral hearings have been waived, than from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

#### **D. Rights of Teachers to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### **E. Miscellaneous**

1. Decisions unsatisfactory to the aggrieved employee rendered at Level One and all decisions

rendered at Levels Two, Three, and Four of the grievance procedure shall be reduced to writing setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved person, the Association, and the Board.

2. If a grievance arises from action or inaction on the part of a member of the administration at Level One, the aggrieved person may submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Level Two.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Board, and approved by and distributed to the Association so as to facilitate operation of the grievance procedure.

4. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separate from personnel files.

5. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofor referred to in this Article.

### **Article III**

## **PERSONAL AND ACADEMIC FREEDOM**

A. The Board and Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.

B. The Board and the Association agree that teachers will be entitled to full rights of citizenship, and no religious or political activities on any teacher outside of school, or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing they do not violate the Constitution of the United States.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.

2. This right of students imposes certain obligations upon the Board, the teachers, the administration, and the community.

3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials, and maintain an atmosphere of academic freedom in the schools.

4. Teachers as individuals through their councils, committees, departments, and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.

5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced that they are not.

6. Teachers shall consult with the administration the appropriateness of discussing any planned controversial issues with children.

## **Article IV**

### **RIGHTS OF THE ASSOCIATION**

A. The Association is the exclusive representative of the employees in the negotiating unit covered by this Agreement under the law of the State of New Jersey, S-746 (Chapter 303, Public Laws of 1968) and The Resolution of the Board adopted November 3, 1968. Accordingly, the Association shall be accorded the privilege to engage in the following activities in order to carry out and discharge its authority and responsibility under law and the aforesaid Resolution:

1. To use school buildings for meetings, subject to reasonable procedures in order to avoid scheduling conflicts.

2. To use faculty bulletin boards which shall be provided by the Board in each building, teacher mailboxes, district courier services, and duplicating machinery and other equipment provided that priority shall be given to school needs and that the operator shall be competent.

3. To appear and speak at faculty meetings for approximately ten (10) minutes.

4. To appear and speak to new teachers at Orientation Programs and to the entire professional staff at appropriate in-service training programs.

5. To participate with the administration in the development of appropriate professional in-service training programs.

B. Schools shall be dismissed at 2:45 and teachers released at that time on each of the three days of the Association's General Meetings as provided for in the Constitution of the Association.

C. When the Board and the Association schedule negotiations during school hours, the Association's seven (7) man Negotiating Team shall be released without loss of pay. The super-

intendent will be notified by the Association of such designation.

D. When it is necessary for a member of the Association to investigate a grievance during a school day, such member may investigate such grievance without loss of pay provided, however, that he will not be released from his classroom duties for such purposes without one day's notice to the appropriate principal or immediate supervisor except in cases of emergency. The person so designated to investigate grievances shall not be permitted to spend more than three (3) hours a week of release time investigating such grievances.

E. The Board will cause copies of this Agreement to be printed at its expense in sufficient quantity so that a copy can be distributed to each teacher covered by this Agreement.

F. A copy of all policies of the Board bearing on the terms of conditions for the employment of teachers shall be given to the Association. These policies shall be kept current by sending a copy of proposed additional or revised policies to the Association immediately before adoption.

G. Each administrative unit shall have a building committee selected by the members of the Association within that unit with whom the building principal must meet at least once a month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the teachers of that administrative unit and to play an active role in the revision or development of building policies.

H. The Board may grant released time with pay to the President, other officers, and the chairman of standing committees of the Association when requested.

## **Article V**

### **PROTECTION OF TEACHERS**

A. If a teacher is assaulted in connection with his employment, he shall immediately give his principal or immediate supervisor written no-

tice of that fact. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and will otherwise cooperate with the teacher in appropriate ways in the event of a civil or criminal proceeding.

B. "Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."<sup>1</sup>

C. "Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."<sup>2</sup>

1—N.J.S. 18A:16-6.

2—N.J.S. 18A:16-6.1.

D. "Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absences charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or



wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."<sup>3</sup>  
3—N.J.S. 18A:30-2.1.

E. The Board will provide reimbursement to teachers for repair or value, whichever is less for clothing and personal effects damaged during the course of an incident to employment provided loss is not caused by negligence of the claimant.

F. The Board will provide protection to teachers by reimbursement of cost of replacing or repairing dentures, eyeglasses, etc., not covered by workmen's compensation, destroyed or lost as the result of an injury sustained in the course of his employment.

G. Neither the Board nor the Association shall discriminate against, discipline, reprimand, reduce in rank or compensation or deprive any professional advantage to any teacher without just cause. Any such action taken by the Board or the Association, or any agent or representative thereof, shall be subject to the grievance procedure. Any suspension of a teacher pending charges shall be with pay.

## **Article VI**

### **TEACHER RESPONSIBILITIES**

1. To possess competence and knowledgeability in his field of work, and to strive toward continued professional self-improvement.

2. To maintain physical capability, mental alertness, and emotional readiness to teach.

3. To exhibit high standards of moral and ethical conduct, and to employ a wholesome sense of humor in dealing with people.

4. To be fair and impartial in the treatment of pupils and to recognize the dignity of the child.

5. To have the ability to exercise good judgment and a mature attitude in the performance of duties.

6. To understand and accept the individual difference among children and to provide the necessary and extra assistance that will induce successful pupil achievement; before, during and after class.

7. To be ready and willing to fully inform parents about pupil capability and progress.

8. To strive untiringly for harmonious rapport with pupils, parents, and community.

9. To be loyal, dedicated, and cooperative member of the educational team, ready to work with people at all levels to achieve improvement.

10. To be willing to assist in the various functions that contribute to the total school operation.

11. To be willing to participate and contribute to curriculum development and improvement including service on textbook selection committees, and to participate on other committees directed toward the betterment of the school operation; all proceeding through the proper channels.

12. To be interested in and willing to explore new approaches and innovations in teaching.

13. To have an interest in the improvement of the community environment and unselfish participation in PTA or other Parent-School Association meetings, back to school sessions, and other functions that strengthen the educational program.

14. To exhibit pride in one's professional work and accomplishment.

15. To perform other duties as necessary to maintain the welfare of students, the school, and school system not otherwise excluded in this Agreement.

## **Article VII**

### **TEMPORARY ABSENCES AND LEAVES**

#### **A. General Policy**

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the superintendent's office.

2. When a teacher is absent for any reason, the principal shall be notified in time sufficient to secure a substitute teacher. Such notification should take place prior to the opening of the school day.

3. The following rules pertaining to absence shall apply to all staff members on appointment or protected by tenure. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-months employees on a proportional basis.

#### **B. Types of Absences and Leaves**

##### *1. Accidents on School Property*

a. Absences of employees who have been injured while on duty will not count against their sick leave.

##### *2. Personal Illness*

a. Absences for personal illness shall be allowed and shall include full pay for twelve (12) school days in each school year.

b. If less than said twelve (12) school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date

of the teacher's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

c. Absences on sick leave shall always be charged to the first twelve (12) days allowance for the current school year under sub-section a. until it is fully utilized and thereafter to the accumulative credit to the extent that such credit is available.

d. Absences on sick leave for periods of time not covered by the provisions of subsections a., b., and c. above shall be allowed subject to the deduction of the salary paid to the substitute teacher filling the position for an aggregate period to be determined at the rate of one month's time (20 days) for each year of service by the teacher on sick leave, but not to exceed ten months time in the current ten-year period.

e. In all absences under this section totalling four (4) or more consecutive school days, the teacher must file a physician's certificate with the Board Secretary/Business Manager by way of the principal of the school where employed.

f. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

### *3. Illnesses in the Family*

a. Where personal presence is advisable because of the critical illness of (a) a teacher's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, or (b) any other person living in the teacher's immediate family household, absences will be allowed with pay for a total period of ten (10) school days in each school year.

b. In all absences under this section totalling four (4) or more consecutive school days, the teacher must file a physician's certificate with the Board Secretary/Business Manager by way of the principal of the school where employed.

c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness in the family.

4. *Death in the Immediate Family or of Nearest Relative*

a. A maximum of five (5) school days without loss of pay will be allowed for absence due to death in the immediate family, or of nearest relative in each school year in each such case. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: spouse, children, father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law; grandchildren; brother-in-law or sister-in-law; son-in-law or daughter-in-law; and any other member of the household of which the teacher is a member.

b. In the case of the death of a more distant relative not specified in a. above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

5. *Quarantine*

a. Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.

b. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary/Business Manager by way of the principal of the school where employed for all absences due to quarantine under this section.

6. *Personal Leave*

a. A maximum of four (4) school days per year (noncumulative) shall be allowed with pay for the discharge of important personal matters; family business, legal, and religious responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. All teachers are required to give reasonable notice to their principal in advance of such leave.

b. Two of these days may be used for personal family matters provided a written statement



is submitted to his principal by the applicant stating that his absence from duty is necessary for the health and/or welfare of self or family.

c. The remaining days may be allowed provided the applicant states the specific reason for taking such leave under all categories (personal family matters, family business, legal, and religious) and the superintendent approves such application for leave. The essential nature of the reasons for such absence and evidence that working time is required must be clear and beyond question. Among the reasons not considered valid are attendance at class reunions, weddings not in the immediate family, and other non-essential social functions.

#### **7. *Severe Storm Conditions***

a. Absences from school due to severe storm conditions shall be allowed for a maximum of one (1) school day each year.

b. It is understood and agreed that all reasonable effort will be made by teachers to get to school on days of storms when school is in session.

#### **8. *Public Obligations***

a. Teachers shall be permitted to be absent from school with pay when it is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services, if leave of such public duty, obligation or service is required by subpoena, it shall be filed with the school principal.

b. If a teacher is a party to a suit, absences from school in that connection shall be granted according to the regulations on personal leave, unless the superintendent in his discretion shall determine otherwise.

#### **9. *College Graduation***

a. Absence for attendance at a teacher's own graduation or for conferral of advanced degree will be allowed with pay for one (1) school day.

b. Absences for attendance at college graduation exercise of a teacher's husband or wife will be allowed with pay for one (1) day.

c. Absences for attendance at college graduation exercises of a teacher's children shall be allowed as follows:

a) with pay for a total of three (3) school days in each school year for each such child.

#### 10. *Military Reserve Training*

a. Absence for military reserve training shall be allowed with full pay, provided that such leave is required by military orders and such orders are filed with the school principal.

b. Teachers who have such obligation should arrange this duty during vacation periods if possible.

c. Leave for military reserve training will be approved by the superintendent.

#### 11. *Religious Holidays*

Absences for religious holidays where religious responsibilities cannot be handled outside of regular work hours will be provided for by personal leaves as given above. The Board will give special consideration to those persons who have already used their personal leave days.

#### 12. *Opening and Closing of School*

a. All teachers are required to be present on the days preceeding the opening of school and following the closing of school, as prescribed in the school calendar for each school year.

b. Teacher absences under this section are to be included on the absence report and considered in the same manner as for any other absence on days when school is in session.

#### 13. *Professional Purposes*

a. Teachers may be excused for absence to attend educational visitations, conferences, trips, or meetings without loss of pay or accumulated sick leave, provided the principal and superintendent approve such absence in advance. This shall

apply to conferences and activities for which no reimbursement of expenses is expected. Written application for approval shall be made to the superintendent in writing on forms prescribed by the Board.

b. Educational visitations, conferences, trips, or meetings for which teachers expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the superintendent. Written application for such approval shall be made to the superintendent in writing on forms prescribed by the Board and be approved by him before being submitted to the Board. Requests for reimbursement shall be filed with the superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

14. Other leaves of absence with pay may be granted by the Board for good reason.

## **Article VIII**

### **EXTENDED LEAVES OF ABSENCES**

#### **A. Professional Service and or Professional Growth**

1. A leave of absence for one year without pay may be granted after four (4) successive years of full time service for temporarily engaging in undertakings in the interest of professional service and/or professional growth.

2. This leave shall be for a full school year except in unusual circumstances.

#### **B. Professional Association**

The President of the Association and any other teacher elected to office in the New Jersey Education Association, The Essex County Education Association, or the National Education Association may upon request be granted a leave of absence without pay for one year.



### **C. Peace Corps, Vista, National Teacher Corps, Exchange Teacher, Scholarship**

A leave of absence without pay for a period of up to two (2) years may be granted, upon request, to any teacher to meet the minimum requirements for service in the Peace Corps, Vista, The National Teachers Corps, or serves as an Exchange Teacher, or accepts a Fulbright Scholarship.

### **D. College or University Teaching**

A leave of absence without pay for a period of up to one (1) year may be granted a teacher on tenure, upon request, to teach in an accredited college or university.

### **E. Military Leave**

1. Military leave without pay shall be granted to any teacher who enlists or is inducted in any branch of the Armed Forces of the United States for the period of initial enlistment or induction.

2. The rights and benefits of teachers on military leave will be protected in accordance with Federal and State Law, and teachers taking such leave will be given credit upon returning to their former position for the period of such leave in terms of their positions, pension rights, and increments, as if they had remained in their position in the District.

3. Teachers shall immediately notify the superintendent upon notification of call to military service.

### **F. Maternity Leave**

1. A maternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all women teachers subject to the following conditions:

a. A request must be made as soon as it is known that it will be necessary with such request including a statement from a physician confirming the pregnancy and anticipated date of birth.

b. The exact dates of the leave will be arranged, if possible, before the beginning of a semester, but in no case will a teacher be permitted to work past the fifth month of pregnancy. However, under extenuating circumstances the Board may make such modifications of this rule as may be deemed advisable.

c. A statement from a physician certifying that the teacher is physically able to return to duty is to be furnished to the Board before a teacher is permitted to return from each maternity leave.

d. In the case of an interrupted pregnancy, the leave may be terminated two months after the interruption, upon the receipt of written statement from a physician to the effect that the teacher is in satisfactory physical condition to resume her teaching responsibilities.

## **G. Adoption Leave**

A leave for reason of the adoption of an infant child may be granted for a period up to a maximum of one (1) year without pay subject to the request being made as soon as it is known that a leave for such purpose is necessary, with such request including documentary evidence of the absence requirements for the adoption.

## **H. Health**

Leaves of absence without pay for a period up to two (2) years duration may be granted for reasons of personal health to teachers on tenure.

## **I. Political Office**

A leave of absence without pay may be granted to any tenure teacher for a period of two (2) months for purposes of campaigning immediately prior to an election, and a period not to exceed four (4) years to serve in an elected public office.

## **J. Other Leaves**

Other leaves of absence without pay may be granted by the Board for good reason.

## **K. Miscellaneous**

1. Any teacher on an extended leave of absence shall, in the event that he exercises his right to return at the end of such leave, be entitled to return to a position in the district substantially equivalent to the one he held prior to going on leave.

2. Any teacher on an extended leave of absence shall be placed on the salary guide at the level he would have achieved if he had not been absent, when such leave is taken for reason of Professional Service and/or Professional Growth (Section A); Professional Association (Section B); Peace Corps, Vista, National Teacher Corps, Exchange Teacher, Scholarship (Section C); College or University Teaching (Section D):

3. A teacher shall not receive increment credit for an extended leave of absence when such leave is taken for reason of Maternity Leave (Section F); Adoption Leave (Section G); Health (Section H); Political Office (Section I); Other Leaves (Section J).

## **Article IX**

### **SABBATICAL LEAVE**

A. In the interest of rewarding professional performance and encouraging independent growth, the Board shall adhere to the following policies in respect to granting sabbatical leaves to teachers who have served the East Orange Public Schools for seven or more consecutive years.

#### *1. Eligibility and General Conditions*

a. Sabbatical leaves may be granted after seven years or more consecutive years of teaching for the purpose of study or after ten (10) consecutive years for purposes of education through travel. Only one such leave under this section may be granted.

b. An additional sabbatical leave may be granted after twenty-five or more years of teach-

ing in the district upon request for either study or travel.

## *2. Duration and Pay*

a. A teacher on sabbatical leave, either for 1/2 of a school year or for a full school year, shall be paid by the Board at seventy-five percent (75%) of the salary rate which he would have received if he had remained on active duty if said leave is for study, or at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty if said leave is for travel.

b. From compensation during sabbatical leaves shall be taken the regular deductions for the State Retirement Fund, as provided for by law.

## *3. Number of Staff Eligible*

Not more than ten teachers of the staff will be granted a sabbatical leave in any one year: five (5) for reasons of study, and five (5) for reasons of travel.

## *4. General Conditions*

a. Teachers granted sabbatical leave agree not to engage in any full-time employment for remuneration during the period of leave.

b. Teachers on sabbatical leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.

c. As a condition for granting sabbatical leaves, the teacher shall enter into a contract to continue in the service of the East Orange Board of Education for a period equal to two times the leave period (one year for each one-half year of leave; and two years for each year of leave).

d. A teacher will be required to repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year or two years in case of resignation or failure to continue in

service for the agreed upon period following a sabbatical leave.

e. A teacher may return to his position upon his return from a sabbatical leave.

f. The time a teacher is away on sabbatical leave shall be included in determining salary adjustments and experience levels.

g. Official college transcripts will be forwarded to the superintendent showing full-time college or university enrollment when sabbatical leaves are granted for study purpose for the period of the leave.

h. Reports should be planned for submission in consultation with the superintendent and will be required when sabbatical leaves are granted for education through travel.

#### *5. Filing Application*

a. Applications for sabbatical leave shall be filed with the superintendent on or before November 1 of the year preceding the period of the leave when it is to commence.

b. The application shall state the purpose of the sabbatical leave.

c. The Board shall take action on applications for sabbatical leave as early as possible, but not later than March 1 prior to the beginning date of the leave and in passing on applications for sabbatical leave will apply the following criteria:

(1) Years of service in East Orange Public Schools subsequent to the date of the sabbatical leave.

(2) The type of leave requested.

(3) The educational value of the leave to the East Orange Public Schools.

(4) The relationship of such leave to the professional growth of the applicant.

(5) The urgency of the proposed leave.

d. Applications which are denied by reason of the ten that may be granted in the maximum pre-

scribed above shall be given preference if resubmitted the following year.

e. If a sabbatical leave is granted such leave may be withdrawn by mutual agreement at any time before replacement arrangements have been completed.

## **Article X**

### **INSURANCE**

The Board shall provide the following insurance benefits for all teachers covered by this Agreement:

#### **A. Accident Insurance**

1. The Board shall carry accident insurance for all employees while on duty as provided by New Jersey Statutes Annotated, 18:13-23.17.

2. The Board shall carry accident insurance which covers teachers transporting children in their own cars or on buses to and from school activities. Teachers shall not request the use of parents' cars for school purposes.

#### **B. Liability Insurance**

1. The Board shall carry liability insurance to protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building; provided, such employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment and/or under the direction of the Board of Education.

2. The Board agrees to save harmless as provided by New Jersey Statutes Annotated, 18:5-50.4.

#### **C. Group Insurance**

The Board shall provide:

1. The required membership of each teacher in the N.J.S.T.P.&A.F. carries with it Group Life Insurance equal to 1-1/2 times the contract salary.

2. Upon retirement this becomes a paid-up policy equal to 3/16 of the final year's salary.

3. Each teacher may elect to carry additional Group Life Insurance to another 1-1/2 times the salary by having a nominal monthly premium included with the pension deductions. This coverage is mandatory for the first year of teaching in New Jersey.

4. In 1961 the State Pension Board agreed to award an extra 3/16 salary paid-up insurance on retirement to those who carried the extra Group Life Insurance. The Board reserves the right to change this policy if experience makes it advisable.

5. The Board will contribute one hundred per cent (100%) of the full premium for each teacher for the individual plan and in cases where appropriate twenty-five per cent (25%) for the family plan for Blue Cross, Blue Shield, Rider "J" and Major Medical.

## Article XI

### SALARIES

The following salary schedule was negotiated in January, 1969.

Years of Experience	Nondeg.	4 Years	5 Years	6 Years
1	\$6000	\$7000	\$7700	\$8400
2	6300	7300	8000	8700
3	6600	7600	8300	9000
4	6900	8000	8700	9400
5	7200	8400	9100	9800
6	7500	8700	9400	10,100
7	7800	9000	9700	10,400
8	8100	9400	10,100	10,800
9	8400	9700	10,400	11,100
10	8700	10,000	10,700	11,400
11	9000	10,400	11,100	11,800
12	9300	10,800	11,500	12,200
13	9600	11,200	11,900	12,600
14	10,000	11,700	12,400	13,100
15			12,900	13,600
16				14,100

\*Persons with an earned doctorate will receive an additional \$1,000.

The following is the program of super-maximums:

- for those starting their 21st year—\$100
- for those starting their 26th year—\$200
- for those starting their 31st year—\$300
- for those starting their 41st year—\$600

## **Article XII**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### **A. New Jersey Education Association State Convention**

1. The Board and the Association agree to encourage teachers to attend the annual New Jersey Education Association Convention.

a. By state law, teachers are permitted to take time to attend this convention at full compensation. Because a large number of teachers attend each year, schools shall be closed during the convention.

b. Those who do not attend the convention may substitute an appropriate activity of educational value.

c. In either case, whether the teacher attends the convention or engages in some other educational activity, he shall not be required to submit to his principal an account of what he did or a certificate of attendance to the convention.

## **Article XIII**

### **TEACHING HOURS AND TEACHING LOAD**

#### **A. Length of School Day**

1. The length of the teaching day shall be



of a time necessary for teachers to meet their responsibilities as professional employees.

2. Teachers shall be on duty fifteen (15) minutes before school begins and remain after the dismissal of their classes as the discharge of their professional responsibilities require.

3. All teachers shall have a duty-free lunch period daily, with no teacher having fewer than thirty (30) minutes.

4. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings. The frequency and length of these meetings shall be reasonable. Teachers may suggest items for the agenda of faculty or other professional meetings.

## **B. Teaching Hours**

1. All secondary school teachers shall have at least one (1) regular class period of preparation time each school day during which time they shall not be assigned to other duties except in an emergency.

2. An elementary teacher may leave or remain in his classroom when a special teacher is in charge of the class. The time a special teacher is in the classroom may be used by the regular teacher as preparation time.

## **C. Teaching Load**

1. Reasonable duties assigned teachers over and beyond their teaching duties performed during the normal school day shall be counted as part of their teaching load.

# **Article XIV**

## **CLASS SIZE**

A. Class size shall be as provided for in the Board Policy Manual in effect on the effective date of this Agreement.

B. The Board shall, with all possible speed, take steps to provide for the reduction of class sizes and full realization of its policy on class size on a temporary basis. Such temporary steps shall be determined by the Board after mutual study by the Board and the Association.

## **Article XV**

### **DEDUCTION FROM SALARY**

The Board agrees to deduct from the salaries of its teachers dues for the East Orange Education Association, the Essex County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct.

## **Article XVI**

### **Miscellaneous**

A. The Board and the Association agree to continue the study of the whole area of "extra-pay for extra-work".

B. The Board agrees to consult with the Association and the Association agrees to cooperate with the Board in studying the following items which are not included in this Agreement:

1. Maintenance of classroom Control and Discipline
2. Teacher employment
3. Teacher evaluation
4. Substitutes
5. School calendar
6. Specialists
7. Non-teaching duties
8. Teacher Assignments
9. Voluntary Transfers and Re-assignments
10. Involuntary Transfers and Re-assignments
11. Promotions

## **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of September 1, 1969, and shall continue in effect until August 31, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**East Orange Education  
Association**

**By**

**Its President  
D. Ray Wenger**

**By**

**Its Secretary  
Jane McGinnis**

**Board of Education  
City of East Orange  
County of Essex**

**By**

**Its President  
Mildred Barry**

**By**

**Its Secretary  
Paul Moody**

**EAST ORANGE  
BOARD OF EDUCATION**

**June 17, 1969**

Mildred Barry  
President

Winfred Gideon  
Vice President

Darryl Boylan  
Mavis Reuter  
Alfred Wishart

**NEGOTIATING TEAM**

Winfred Gideon  
Chairman

Alfred Wishart  
Mildred Barry  
Alternate

Paul Moody  
Secretary-Business Manager

Russell Jackson  
Superintendent of Schools

Dr. Harold Smith  
Assistant Superintendent